

SO ORDERED



Nancy V. Alquist
NANCY V. ALQUIST
U. S. BANKRUPTCY JUDGE

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
Located in Baltimore**

IN RE:

TRALENE PUTMAN
AKA TRALENE JOHNSON, AKA
TRALENE HICKS

Debtor

Case No. 18-19888-NVA
Chapter 13

IGLOO SERIES IV TRUST
8950 Cypress Waters Blvd
Coppell, TX 75019

Movant

v.

TRALENE PUTMAN
AKA Tralene Johnson, AKA Tralene
Hicks
114 Liason Court
Odenton, MD 21113

Respondents

Motion No.

CONSENT ORDER MODIFYING AUTOMATIC STAY

Upon consideration of the Movant's Motion Seeking Relief from the Automatic Stay, the parties having reached an agreement, and good cause having been shown, it is by the United States Bankruptcy Court for the District of Maryland

Rosenberg &
Associates, LLC
4340 East West
Highway, Suite 600
Bethesda, MD 20814

File Number: 71365

ORDERED that the Automatic Stay be, and it is hereby, modified pursuant to 11 U.S.C. Sections 362(d), to permit Movant to commence foreclosure proceeding in the Circuit Court for Anne Arundel County, Maryland, against the real property and improvements with a legal description of "All that certain lot or parcel of land, situate in Anne Arundel County, State of Maryland, and more particularly described as follows:

Lot 119, as shown on a Plat entitled "Plats One thru Six, Seven Oaks, Planned Unit Development, Parcel 8 - Section 1" as per Plat thereof recorded among the Land Records Pages 28-33, Plat Nos. 9953-9958.

Together with all improvements thereupon, and all rights, alleys, ways, waters, easements, privileges, appurtenances and advantages to the same belonging or appertaining thereunto. Subject to all covenants and restrictions of record", also known as 114 Liason Court, Odenton, MD 21113 and to allow the successful purchaser to obtain possession of same; and be it further

ORDERED that the above Order be and it is hereby, stayed provided that the Debtor:

1. Make a payment to the Movant of \$1,334.72 said payment represents the regular mortgage payment by September 1st, 2019 and continue thereafter to make regular monthly payments as they become due pursuant to the terms of the Promissory Note secured by the Deed of Trust on the above referenced property; and

2. Make a payment to the Movant of \$171.85 by September 15th, 2019 (said payment represents 1/6 of the arrears of \$1,031.00 which is comprised of Attorney fees and costs of \$1,031.00 and continue to make payments of \$171.83 by the 15th of each month through and including February 15th, 2020; and

3. All payments to the Movant should be made to:

Nationstar Mortgage LLC d/b/a Mr. Cooper
Attn: Payment Processing
PO Box 619094
Dallas, TX. 75261-9741

To the extent the Debtor defaults in making the above specified cure or regular payments within the first sixty days of the cure the Movant shall be immediately free to proceed with foreclosure of its security instrument; the forbearance provisions of this order will immediately terminate upon the failure to timely tender any and all payments within the first sixty days of this order and the filing of the Notice of Secured Creditor's Right to Commence Foreclosure Proceedings. If being understood between the parties that strict compliance provision is intended as good faith consideration for this order. Upon default and termination of the forbearance provisions under this paragraph, the Movant shall file a Notice of Secured Creditor's Right to Commence Foreclosure Proceedings. If the debtor defaults upon payment under the terms of this order and if said default occurs outside of the sixty day period

set forth in this paragraph or if any payments which have been acknowledged in the calculation of the mortgage arrearage in this order, but which subsequently fail to clear and are dishonored then the Movant shall mail notice to the Debtor allowing an additional ten (10) days from the mailing of the notice to cure in certified funds and shall file an Affidavit of Default with the Court. Attorney fees for filing each Affidavit of Default may be \$100.00 with additional charges for objections and/or hearings. If after ten (10) days from the mailing of the notice, the payment remains in arrears, Movant or its attorney shall be free to commence a foreclosure proceeding on the real property and improvements described above, without further order of court

Upon the filing of the third such affidavit, the Automatic Stay shall immediately terminate; and be it further

ORDERED that the fourteen (14) day stay of Rule 4001(a)(3) be, and it is hereby, waived and the terms of this Order are immediately enforceable; and be it further

ORDERED that the Automatic Stay of 11 U.S.C. Section 362 be, and it hereby, shall not be reimposed as to the Debtor's interest, by the conversion of this case to a case under any other chapter of the Bankruptcy Code.

AGREED AND CONSENTED TO:

/s/ Mark D. Meyer, Esq.

Mark D. Meyer, Esq.
Attorney for Movant

/s/ David L. Ruben

David L. Ruben
Attorney for Debtor

Rosenberg &
Associates, LLC
4340 East West
Highway, Suite 600
Bethesda, MD 20814

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cc:

Mark D. Meyer, Esquire
Rosenberg & Associates, LLC
4340 East West Highway, Suite 600
Bethesda, MD 20814

Robert S. Thomas, II
Trustee
300 E. Joppa Road
Suite 409
Towson, MD 21286

David L. Ruben, Esquire
Law Offices of David Ruben
7310 Ritchie Highway, Suite 704
Glen Burnie MD 21061

Tralene Putman
AKA Tralene Johnson, AKA Tralene Hicks
114 Liason Court
Odenton, MD 21113

I HEREBY CERTIFY that the terms of the copy of the consent order submitted to the Court are identical to those set forth in the original consent order; and the signatures represented by the /s/_____ on this copy reference the signatures of consenting parties on the original consent order.

/s/ Mark D. Meyer, Esq.
Mark D. Meyer, Esq.

End of Order

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